

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-103
ANNUAL REQUIREMENTS FOR
FOUNTAIN SOFT DRINK SERVICES & SOFT DRINK
VENDING SERVICES FOR PARKS & RECREATION DEPT.**

DATE: March 22, 2004

CONTRACT PERIOD: April 4, 2004 thru April 3, 2005

CONTRACTOR: Pepsi Cola Bottling Co. of Lincoln
1901 Windhoek Drive
Lincoln, NE 68512

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: Steve Ford
Telephone No.: 402/423-7330
FAX No.: 402/423-2173
E-Mail Address: sford@linpepco.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**PER PROPOSAL AND CONTRACT RENEWAL
SIGNED MARCH 2, 2004**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #69829
Dated: 03/17/04

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

**PROVIDING BEVERAGES AND BEVERAGE SERVICES FOR PARKS AND RECREATION
FACILITIES IN LINCOLN, NEBRASKA**

(AS PER SPEC. 03-103)

Pepsi-Cola of Lincoln

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____ 2003, by and between **Pepsi-Cola of Lincoln, 1901 Windhoek Drive, P.O. Box 22703, Lincoln, NE 68542-2703** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit: for all labor, material and equipment necessary for Vending Services for Parks and Recreation facilities and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the City and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) filling, and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay the Contractor for the performance of the work embraced in this Contract, the Contractor agrees to accept as full compensation thereof, for the amounts listed in Pepsi of Lincoln's Proposal. Further more the City agrees to accept 57% commission based on gross revenue for beverage vending services at rates approved by parks and Recreation for each machine for the performance of the Work embraced in this Contract. Contractor also agrees to provide to the Parks and Receptions value added items listed in their proposal as if re-written herein.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions

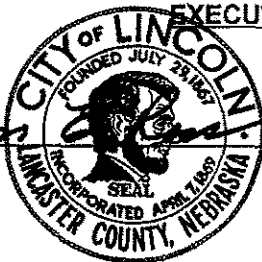
This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

City Clerk



EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 67488
dated 5-23-03

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Paper City Rollins Co. of Lincoln
LinPepCo Snacks
Name of Corporation

1901 Windhoek Drive, Lincoln, NE 68512
(Address)

ATTEST:

Secretary

(SEAL)

By: Anne F. E.
Duly Authorized Official

General manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



PEPSI-COLA of LINCOLN

April 16, 2003

*Mr. Vince Mejer
Parks and Recreation Department
440 South 8th Street, Suite 200
"K" Street Complex
Lincoln, NE 68508*

Dear Mr. Mejer:

In an effort to meet and exceed the cold beverage and marketing needs of the City of Lincoln Parks and Recreation Department, we are pleased to submit the following proposal. As you are aware, we believe in building strong business partnerships and have outlined the foundation that will continue a mutually beneficial, long-term partnership between the Lincoln Parks and Recreation Department and Pepsi-Cola of Lincoln.

On the following pages, you will find information addressing each of the areas requested. However, we have more detailed information regarding our local market share, service, equipment and marketing support. We would like the opportunity to present this to you and address any additional questions.

Pepsi-Cola of Lincoln is a locally operated company. We understand the importance of supporting the local community. This is why we have developed partnerships with the University of Nebraska, Lincoln Marathon, Lincoln Mayor's Run, Haymarket Park, Abbott Sports Complex, YMCA, Pershing Auditorium, Lincoln Stars Hockey, Junior Achievement and Cornhusker State Games ~ ~ just to name a few. A partnership with the Lincoln Parks and Recreation Department represents another opportunity to reinforce the importance of maintaining strong community ties.

On behalf of Pepsi-Cola of Lincoln, we would like to congratulate everyone in the Lincoln Parks and Recreation Department for helping provide the people of Lincoln a fun, clean and safe environment for recreation, and we appreciate the opportunity to be a part of this environment. It is with much enthusiasm and confidence that we submit this proposal for your approval.

Sincerely,

*David Woll
Vice President Sales and Marketing*



Request For Proposal Specifications No. 03-103

Pepsi-Cola of Lincoln (Pepsi-Cola) understands the scope of the project (Sec. 1) and agrees to the Terms and Conditions (Sec. 2) and we will comply with the requirements outlined in Section 3, Agreement and Insurance. We also understand and agree to the requirements described in Section 4 and Section 5.

Please see attachment to the proposal for details associated with section 6 (Promotional and Sponsorships of various Lincoln Parks and Recreation programs and activities). This attachment is submitted in confidence.

COMPANY NAME Pepsi-Cola of Lincoln

PROPOSAL
SPECIFICATION NO. 03-103

OPENING TIME: 12:00 NOON
DATE: Wednesday, April 16, 2003

The undersigned Submitter, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Request for Proposal, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a Contract with the City for the below listed items and services for the performance of this Specification, complete in every respect, in strict accordance with the Contract Documents, and for the fees listed below:

THE REQUIREMENTS FOR:
FOUNTAIN SOFT DRINK SERVICES AND SOFT DRINK VENDING SERVICES
FOR
PARKS & RECREATION DEPARTMENT

<u>CATEGORY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
PART A	<u>FOUNTAIN SOFT DRINK SERVICES, EQUIPMENT AND SUPPLIES</u>	
	1. LIST FULL-LINE OF DRINKS: (Full list of products attached)	
1.1	SOFT DRINK SYRUPS:	
	PRODUCT <u>Pepsi</u> BOX SIZE <u>5</u> GAL. \$ <u>5.25</u> GAL.	
	PRODUCT <u>Diet Pepsi</u> BOX SIZE <u>5</u> GAL. <u>5.25</u> GAL.	
	PRODUCT <u>Mt Dew</u> BOX SIZE <u>5</u> GAL. <u>5.25</u> GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	
1.2	FRUIT DRINKS:	
	PRODUCT <u>Fruit Punch</u> BOX SIZE <u>3</u> GAL. \$ <u>5.25</u> GAL.	
	PRODUCT <u>Lemonade</u> BOX SIZE <u>3</u> GAL. <u>5.25</u> GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	
1.3	OTHER DRINKS (ICED TEA MIX, ETC.)	
	PRODUCT <u>Lipton Tea</u> BOX SIZE <u>3</u> GAL. \$ <u>5.25</u> GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	
	PRODUCT _____ BOX SIZE _____ GAL. _____ GAL.	

<u>CATEGORY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
PART A CONTINUED	2. WAX-COATED PAPER CUPS:	
2.1	12 OZ. SIZE - CASE COUNT <u>2,000</u> CUPS	\$ <u>38.00</u> CS
2.2	16 OZ. SIZE - CASE COUNT <u>1,000</u> CUPS	<u>24.00</u> CS
2.3	²² 16 OZ SIZE - CASE COUNT <u>1,000</u> CUPS	<u>27.00</u> CS
3.	CUP LIDS:	
3.1	FOR 12 OZ CUPS - CASE COUNT <u>2,000</u> EA	\$ <u>15.00</u> CS
3.2	FOR 16 OZ CUPS - CASE COUNT <u>2,000</u> EA	<u>15.00</u> CS
3.3	²² FOR 16 OZ CUPS - CASE COUNT <u>2,000</u> EA	<u>15.00</u> CS
4.	CO ₂ REFILLS	\$ <u>N/C</u> EA
5.	CYLINDER DEPOSIT	\$ <u>10.00</u>
PART B	<u>SOFT DRINK VENDING SERVICES</u>	<u>\$ GROSS REVENUE</u>
1.	12 OZ. CANS, \$.50 VEND PRICE	<u>57</u> ¢
2.	20 OZ. BOTTLES, \$1.00 VEND PRICE	<u>57</u> ¢
3.	20 oz. Gatorade Bottles, \$1.25 VEND PRICE	<u>57</u> %
4.	See 6.2.4.5 for annual guarantee	<u> </u> %
PART C	<u>PROMOTIONAL AND SPONSORSHIPS</u>	<u>ESTIMATED MONETARY VALUE</u>
1.	PROMOTIONAL ASSISTANCE	\$ <u>9,875 / year</u>
2.	PROMOTIONAL EQUIPMENT & SUPPLIES	\$ <u>3,950 / year</u>
3.	CO-SPONSORSHIP OF SPECIAL EVENTS	\$ <u>54,000 / year</u>
4.	OTHER CONSIDERATIONS	\$ <u>33,000 / year</u>

The undersigned represents and warrants that he/she has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE

RETURN SIX (6) COPIES OF YOUR RESPONSE TO THIS RFP AND SUPPORTING MATERIALS IN A SEALED ENVELOPE.

MARK OUTSIDE OF ENVELOPE: SEALED PROPOSAL FOR SOFT DRINKS

Pepsi-Cola of Lincoln

Company Name

Steve Ford

By (Signature)

1901 Windhoek Drive

Street Address or P.O. Box

Steve Ford

By (Print Name)

Lincoln

NE

68512

City

State

Zip

President

Title

(402) 423-7330

Telephone Number

April 16, 2003

Date